



Trough Heisler  
ATTORNEYS AT LAW

September 22, 2011

Michael W. Bacon  
11 Beths Lane  
Wells, ME 04090

RE: Engagement Letter and Contingency Fee Agreement

Dear Mike:

Thank you for choosing Trough Heisler to represent you with regard to your employment with Prime Toyota of Saco. This letter outlines the terms of our engagement and contingency fee agreement. If you are amenable to the terms contained within this letter, please sign the enclosed copy and return it to me.

The client, Michael W. Bacon, 11 Beths Lane, Wells, ME 04090 (the "client") retains the law firm of Trough Heisler, PA, 511 Congress Street, Suite 700, P.O. Box 9711, Portland, Maine 04104-5011 (the "attorney") to perform the legal services mentioned in paragraph (1) below. The attorney agrees to perform them faithfully and with due diligence.

- (1) The claims, controversies, and other matters with reference to which the services are to be performed are Employment Discrimination/Harassment, Violation of the Maine Whistleblower Protection Act, and any other related claim(s).
- (2) The contingency upon which compensation is to be paid is the recovery of any sum of money or monetary equivalent on your behalf in connection with your dispute with Prime Toyota of Saco.
- (3) The client is not to be liable to pay compensation otherwise than from amounts collected for the client by the attorney, except as follows:
- (4) Reasonable compensation on the foregoing contingency is to be paid by the client to the attorney, but such compensation (including that of any associated counsel) to be paid by the client shall not exceed the following maximum percentages of the gross amount collected:

Thirty-three and one-third percent (33 1/3%) of the amount recovered pursuant to any settlement agreement(s) or the damages awarded by any court plus expenses and disbursements, whichever

is higher. For instance, if a court were to award \$50,000 in damages to you and \$15,000 in attorneys' fees, the contingency fee would be \$16,666.66 (33 1/3% of \$50,000) plus expenses and disbursements. On the other hand, if a court were to award \$50,000 in damages to you and \$20,000 in attorneys' fees, the contingency fee would be \$20,000 plus expenses and disbursements. In the event that there is an appeal to a court of higher authority, then the contingency fee will be 40% of the amount recovered plus expenses and disbursements or the damages awarded by any court plus expenses and disbursements, whichever is higher.

(5) The client is to be liable to the attorney for the attorney's reasonable expenses and disbursements as hereinafter specified.

A. Litigation costs. Costs of the action, including:

1. Filing fees paid to the clerk of courts;
2. Fees for service of process and other documents;
3. Attendance fees and travel costs paid to witnesses;
4. Expert witness fees and expenses;
5. Costs of medical reports;
6. Costs of visual aids; and
7. Costs of taking depositions.

B. Travel expenses. Expenses for travel by the attorney on behalf of the client.

C. Telephone. Disbursements for long-distance telephone calls made by the attorney on behalf of the client.

D. Postage. Postage paid by the attorney for mailings on behalf of the client; and

E. Copying. Costs of photocopying and facsimile telecopying done by the attorney on behalf of the client.

(6) This agreement and its performance are subject to Rule 1.5 of the Maine Rules of Professional Conduct.

While I can make no guarantee of a successful conclusion to your case, the attorneys from this firm will use their best efforts on your behalf. I will be the attorney primarily responsible for this matter. Unless requested otherwise, all communications should be directed to me. However, as indicated above, other members of the firm may also work on other aspects of your case. It is understood that you will extend to me and all members of this firm your full cooperation. It is also understood that this firm will not take action on any substantial matter without your consent.

I also wanted to address the issue of file materials. Unless I hear differently from you, when I close the file, I will send you all the original documents including any agreements, notes, mortgages, releases, contracts, etc., for your files. I will send you any other materials upon closure that you desire. I will discard all copies and other materials that I view to be non-

essential. The balance of the file will then be put into storage in our vault and will be maintained for eight (8) years. At the end of the eight (8) years, the file will be destroyed unless we are advised by you to do something different with it. Please note that you may not receive any other notice with regard to our file handling policy.

Under federal law, we are required to have a privacy policy and disclose it to you. Our privacy policy is enclosed herein. If you have any questions about this, please let me know.

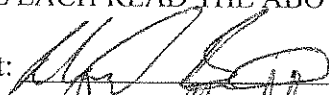
If you have any questions regarding any of these matters, please call me to discuss them. If you understand and accept the terms of this agreement, please sign the enclosed copy of this letter and return it to me in the envelope provided at your earliest convenience with any retainer you deem appropriate.

Sincerely,

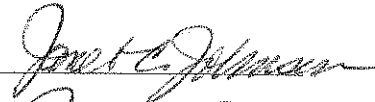
  
Jonathan M. Goodman

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.

Signature of Client:



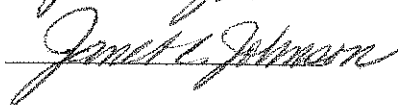
Witnessed by:



Signature of Attorney:



Witnessed by:



**UNDER FEDERAL LAW WE ARE REQUIRED TO HAVE A PRIVACY POLICY AND  
DISCLOSE IT TO YOU**

#### PRIVACY POLICY

Troubh Heisler, its attorneys and staff, will **NOT** disclose or release any personal or financial information about a client to other than the particular client **EXCEPT** as follows:

1. with your authorization;
2. in accordance with a Court Order, but only after notice to you of such Court Order; or
3. in accordance with a duly served Subpoena, Request for Production of Documents, or similar documents as part of a court proceeding, but only after notice to you of such Subpoena, Request for Production of Documents or similar documents.